

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

THOMAS TURNER, an individual,)
on behalf of himself and others)
similarly situated,) Civil Action
)
Plaintiffs) No. 20-11530-FDS
)
vs.)
)
LIBERTY MUTUAL RETIREMENT)
BENEFIT PLAN; LIBERTY MUTUAL)
MEDICAL PLAN; LIBERTY MUTUAL)
RETIREMENT BENEFIT PLAN)
RETIREMENT BOARD; LIBERTY)
MUTUAL GROUP INC., a)
Massachusetts)
Company; LIBERTY MUTUAL)
INSURANCE COMPANY, a)
Massachusetts)
Company; and, DOES 1-50,)
Inclusive,)
Defendants)

BEFORE: MAGISTRATE JUDGE DONALD L. CABELL

MOTION HEARING

John Joseph Moakley United States Courthouse
1 Courthouse Way
Boston, MA 02210

October 4, 2024
2:00 p.m.

Valerie A. O'Hara, FCRR, RPR
Official Court Reporter
John Joseph Moakley United States Courthouse
1 Courthouse Way
Boston, MA 02210
E-mail: vaohara@gmail.com

1 APPEARANCES:

2 For The Plaintiffs:

3 Winters & Associates, SARAH BALL, ATTORNEY,
4 8489 La Mesa Boulevard, La Mesa, California 91942;

5 For the Defendants:

6 McDermott Will & Emery, by ANDREW C. LIAZOS, ESQ.,
7 and MARA THEOPHILA, ATTORNEY, 200 Clarendon Street,
8 Suite 5800, Boston, Massachusetts 02116;

9 McDermott Will & Emery LLP, by RICHARD DIGGS, ESQ.
10 340 Madison Avenue, New York, New York 10173.

PROCEEDINGS

THE CLERK: This is the case of Turner vs. Liberty Mutual Retirement Benefit Plan, et al., Civil Action Number 20-11530 will now be heard before this court.

Will counsel please identify themselves for the record.

MS. BALL: Yes, Sarah Ball for the plaintiff, Mr. Turner.

THE COURT: Good morning. You are mooted, Mr. Liazos.

MR. LIAZOS: Thank you, Andrew Liazos for Liberty Mutual. Good morning.

THE COURT: Good morning.

MR. DIGGS: Richard Diggs for Liberty Mutual.

MS. THEOPHILA: Mara Theophila for Liberty Mutual as well.

THE COURT: Good morning to you as well.

Let me begin with an apology. We had the prior session that ran over, and so I thank you guys for being on time, and I'm sorry I wasn't here for the start time, but I'm hopeful that within an hour, we can deal with the issues before the Court.

And I want to begin, I guess, Ms. Ball, by just asking you a question. Well, let me ask a question of everyone generally. Oftentimes it is the case from the

1 time parties have filed something with the Court to the
2 time we actually have an opportunity to meet and discuss,
3 life has continued to go on, the parties have talked some,
4 and the scope of what is before the Court may have changed
5 some.

6 So let me begin by asking, has anything changed
7 with respect to the pending motion and what we should be
8 spending our time talking about?

9 MS. BALL: As far as plaintiff is concerned, there
10 has been no significant change, no.

11 THE COURT: All right. So, with that, Ms. Ball,
12 let me start with you because it seems a fair portion of
13 this and what we talk about may turn on the scope of the
14 claim that is left, and I may refer to that as the (a) (3)
15 claim, I may refer to as the breach claim, but we all know
16 what we are talking about.

17 And one of the things I did was to go back and
18 look at the complaint and just to see how it was
19 articulated there because there is this suggestion
20 throughout the papers that what you are articulating to be
21 the breach of a fiduciary duty has at times been amorphous
22 or has shifted, has changed from something that, according
23 to Liberty Mutual, was more of a -- more based sort of on a
24 combination of things, things that people were told versus
25 things that happened, extrajudicial-type statements versus

1 one more based on looking at plan language and seeing what
2 it represented and then contending that the defendants
3 acted inappositely, so I've got the complaint in front of
4 me.

5 I see paragraph 69, a sentence that appears to be
6 that, "At the time," that reads, "At the time that
7 defendants provided information to plaintiff and the class
8 regarding credit for time employed with Safeco, defendants
9 did not intend to give such credit," and it says, "They
10 never informed them of their intent not to credit plaintiff
11 for the time employed at Safeco until plaintiff sought
12 benefits."

13 And then it goes on to add a few more details, but
14 would you agree or disagree that that encompasses your
15 breach of fiduciary duty claim in this case such that the
16 discovery we talk about then might be warranted should turn
17 on whether it bears in any way on those allegations?

18 MS. BALL: So I think it's a combination of
19 things, and let me know if this does not answer your
20 question, and I apologize if that's the case. It's a
21 combination of things that Mr. Turner was told that
22 employees of Safeco were told in writing, orally. It's a
23 combination of promises that were given and were expressed
24 in the merger documents, but it is also the previous SPDs,
25 the previous plans and the things that those plans

1 promised, so it's not just one of those things, it's a
2 combination of those things that combined to give
3 Mr. Turner and these employees an understanding of what
4 they would receive when they retired that then ended up
5 being not what they received.

6 THE COURT: But to hear you say that, it's almost
7 like you're saying there may have been several pitches,
8 comments that were made in SPDs along the way, but you do
9 not have this framed as several claims, all of which or
10 each one of which amounts to a breach of a duty or a breach
11 of an agreement, and, in fact, the way it's worded, it
12 almost could be seen as speaking to a singular event where
13 you say at the time that defendants provided information
14 regarding credit for time employed with Safeco, they did
15 not intend to give such credit.

16 And it's not up to me in this setting to
17 adjudicate the scope of this claim. I mean, that's going
18 to be for Judge Saylor if the case ever gets that far, but
19 I do have to figure out what's fair for discovery purposes,
20 especially where this is the only claim left, so for both
21 sides, I want to be fair, but I don't know that I can
22 endorse a theory that says it's many representations made
23 over the course of many years, and, as such, agree that you
24 therefore should be allowed to discover all sorts of stuff,
25 at least without not having a more certain sense of what

1 duty was breached here.

2 MS. BALL: Well, with all due respect, your Honor,
3 that's the problem in this case is one we've been stifled
4 on discovery this whole time, but discovery we have done
5 has shown us that there was a longer history of these
6 misrepresentations than maybe we even thought in the first
7 place, and, you know, part of the reason why we've had to
8 shift to this (a)(3) claim now is because our (a)(1)(B)
9 claim was denied.

10 THE COURT: Right.

11 MS. BALL: Even though, we, plaintiffs, believe
12 that we have been able to bring that claim and that the
13 terms of this last SPD did allow -- did allow Mr. Turner
14 what he believed he had a right to. We're left here now
15 saying, okay, we think looking at all of those documents
16 over time combined with the information Mr. Turner had
17 received over all of this time that the equitable solution
18 is to amend this plan to line up with this decade plus of
19 information that Mr. Turner had received.

20 Now, is that a long time? Is that a big period of
21 time to conduct discovery? Sure, but that's because it was
22 a long period of time that these employees were receiving
23 information that led them to stay in part potentially with
24 Liberty Mutual because they believed that in doing so, that
25 staying this period of time that they would be receiving a

1 certain benefit.

2 THE COURT: Let me ask the question this way
3 because some of this may be semantics, some of this we
4 still contend there was an event that constitutes the
5 breach, but in order to prove it, we need to be able to
6 discover changes in things that were said prior to that to
7 put that all in context, so it may not matter all that
8 much, but if Judge Saylor were here and you guys were on
9 the eve of trial and Judge Saylor said, look, I need to
10 instruct the jury what the claim is or I need to instruct
11 the jury that on timing when the plaintiff says at the time
12 that defendants provided information to the plaintiff they
13 didn't intend to give the credit that they were talking
14 about, what year would you be invoking as representative of
15 that conduct?

16 MS. BALL: I don't know that I have a great answer
17 for you right now because we haven't received all of this
18 discovery to see what was said and at what time, but it was
19 from the beginning, from the merger, there were discussions
20 that were given, there were plans that were communicated
21 that ended up not being consistent with what they actually
22 ever did.

23 I feel I'm not being very helpful to you and maybe
24 I'm not.

25 THE COURT: Well, no, I understand what you are

1 saying.

2 MS. BALL: Yes.

3 THE COURT: But this is almost like a -- be a
4 great sort of law school exam for some sort of class
5 because what Judge Saylor has done has been to narrow the
6 scope of what the case is about, and because of that, I
7 think I have to be mindful, just like you guys have to be
8 mindful of ensuring that we're not ignoring that there may
9 be some things that have happened along the way that the
10 plaintiff is unhappy with that no longer matter for
11 purposes of what's before the Court.

12 So, essentially, broadly speaking, the ERISA, core
13 ERISA claims are no longer in play, and it's more of
14 a -- within that setting, was there unethical conduct? Did
15 they misrepresent something where they had a duty to be
16 honest with me, did they say something dishonest?

17 That's in essence what we are left with, and I
18 think it's my job for discovery purposes to try to put some
19 parameters on that so we're not talking about an open-ended
20 thing where we are, where conceivably we could be talking
21 about any representative that was made in writing or orally
22 at any time, but at the same time, I'm saying I don't know
23 if I have to decide all of that because, as I said, a few
24 minutes ago, it could still be the case that for discovery
25 purposes, you should be entitled to collect information

1 over a multi-year period that could bear on whether at a
2 specific moment or a couple of key moments Liberty Mutual
3 breached a duty that it owed to Turner.

4 So that's what I'm saying, it may not matter in
5 the end, but I think at the same time in fairness to me and
6 in fairness to Liberty Mutual, especially where they raised
7 this and they say you're trying to kind of change this,
8 that's why I wanted to start out, and I'm not going to
9 dwell on this for this whole time, but I want to start out
10 by trying to get you to give me a sense from your
11 perspective of what the essence of this claim is.

12 At some point you would have to say the criminal
13 conduct or the unlawful conduct ended, it ended when
14 something happened, and I guess I was trying to get you to
15 focus, okay, tell me, when did it start and when did it
16 end?

17 On the when did it start part, I hear you to be
18 saying hard to say, they've said a number of things along
19 the way, so on that part, it's a little amorphous, but when
20 from my edification would you say for purposes of this
21 claim it was fully realized, that is, that the breach was
22 recognized when they now acted this way, which is to say
23 differently than what they had indicated to me before.

24 MS. BALL: Sure. If we're putting it that way, I
25 would say it ended when Mr. Turner made his claims for

1 benefits and was denied the cost sharing that he had been
2 told he would receive for a decade.

3 THE COURT: Okay.

4 MS. BALL: I know that's a long time, I know
5 that's a long period of time, but that's the point, that's
6 the wrong here is that they induced these employees to stay
7 for a decade because that's what they believed they needed
8 to do in order to be eligible for this cost sharing. When
9 that decade was up, they didn't receive what they had been
10 told they'd receive that whole time, so I understand it's a
11 long period of time, and our instinct is to want to narrow,
12 but that's the point, that's the point of this.

13 THE COURT: All right. Let's start with that
14 then. Why then, help me sort of fill it in, why do you
15 need years's worth of data when you, from where you sit,
16 can say, well, here's what Mr. Turner says they told him,
17 here are the representations they made to him as relations
18 to the cost-sharing contributions and we now know as of X
19 date he no longer was going to get the benefit of those
20 contributions, and I imagine we have that in writing, the
21 announcement, this benefit is no longer available to you,
22 so why do you need more and what more do you need?

23 MS. BALL: Well, we need more for a couple of
24 reasons because Liberty Mutual is saying we didn't tell
25 Mr. Turner that. That's not consistent. We also need more

1 because this is still, I mean, class cert was denied, but
2 it was denied without prejudice.

3 This is still a punitive class action, so to have
4 that information that can go back to say the merger
5 agreement, which shows that it was an understanding of the
6 merger of these companies that they would receive this
7 benefit to show that this is treatment that they, too, not
8 Mr. Turner, that it was a whole punitive class of people.

9 THE COURT: Let me stop you there because I want
10 to make this constructive even as we go along. If we say,
11 all right, we go back to the merger and you get documents
12 relating to that, what sorts of documents because we could
13 imagine there's hundreds of thousands of pages relating to
14 a merger, a whole bunch, which would have absolutely
15 nothing to do with this case. So when you say documents to
16 the merger, what exactly would you be referring to?

17 MS. BALL: Yes, I can point you directly to
18 request for production we gave, it's Number 69, and it's,
19 as written, "All documents relating to the merger between
20 Liberty Mutual and Safeco, which describe or relate to the
21 treatment of years of service for purposes of determining
22 eligibility participation vesting, any form of benefit,
23 accrual or general benefits under any ERISA benefit plan,
24 including the retirement plan or health plan." That is
25 targeted.

1 THE COURT: That is targeted. No, no, I should
2 have said this at the beginning, one of the things I like
3 to do in these, when you say something like that where I
4 think it might make sense to have you stop for a minute and
5 let me hear from Liberty Mutual, I'll ask them to comment,
6 and I'll come back to you. I read that statement, I
7 listened to it. That sounds reasonable to me on its face.

8 So, Liberty Mutual, let me ask you with respect to
9 RFP 69 where it does appear to be limited to documents that
10 would bear on what people might have been told about this
11 aspect of their benefits, do you object to that on
12 principal or would you say it's already been complied with
13 or we've given documents constructively to provide the same
14 information or what?

15 MR. LIAZOS: A few things, your Honor. First,
16 what has not been mentioned is that Liberty Mutual has
17 produced a pamphlet that was given generally to all Safeco
18 employees, which specifically addressed the cost sharing
19 issue and specifically said there would not be credit for
20 purposes of the Liberty Mutual plan and that Safeco
21 service, and that was recognized in Judge Saylor's summary
22 judgment motion to which we have asked for discovery from
23 Mr. Turner. He just says he didn't get it but everybody
24 else did, so we provided documents relative to that issue.

25 THE COURT: This is at the time of the merger?

1 MR. LIAZOS: This is immediately after the signing
2 of the merger.

3 THE COURT: Okay.

4 MR. LIAZOS: Again, it's referenced in
5 Judge Saylor's earlier summary judgment opinion. So
6 they're looking for a document that doesn't exist, and they
7 pointed to nothing in terms of misrepresentations other
8 than world misrepresentations.

9 THE COURT: Well, before you get into that, I'm
10 not asking you to get into your whole argument now.

11 MR. LIAZOS: Understood.

12 THE COURT: I'm asking just a pretty focused
13 argument, which is it doesn't strike me unreasonable that
14 somebody in a case like this would say, hey, I'd like
15 documents that are around the time of the merger that may
16 have spoken to how this issue is going to be addressed, and
17 my question to you is if those exist, would there be a
18 problem with turning them over or would you say whatever
19 exists has been turned over or what?

20 MR. LIAZOS: I would say, your Honor, that Liberty
21 Mutual has turned over documents relative to that matter,
22 but at this point it's not longer relevant. Judge Saylor
23 has ruled on the plan document and the SPDs. That count is
24 no longer live in this case, the only claim --

25 THE COURT: Well, the (a)(3) claim basically says

1 you told me one thing and you did something else, so why
2 wouldn't it matter what they may have been told at the time
3 of the merger if the claim is that years later you acted in
4 a different manner?

5 MR. LIAZOS: So if -- well, first of all, the
6 discovery request does not say that. It doesn't comply
7 with the local rule, it is a broad-base ask, and indeed,
8 your Honor, the ask for additional discovery was only made
9 after March 15th, which was the last day of the scheduling
10 order in which time they've come up with a new theory for
11 the case, so discovery has been granted on these items.

12 We did ask before April 5th for specific items and
13 they said, well, we do have these specific items, but then
14 we've got a motion to compel that is just incredibly broad,
15 so it's hard for us to answer that with more specificity
16 other than to note to the Court and what was noted by
17 Judge Saylor that a pamphlet was given to all Safeco
18 employees generally which specifically addressed this
19 issue.

20 THE COURT: I'm not sure I'm saying anything to
21 challenge that, I think what I'm saying though, the request
22 as framed doesn't strike me as patently unreasonable, and
23 one response could be we've already responded to this
24 satisfactorially, we've already given you things that we
25 think are proportional, and another could be we're not

1 going to give you anything at all, and I was just trying to
2 understand what Liberty Mutual was with respect to the
3 request as framed, that's all.

4 MR. LIAZOS: The request as framed in this motion
5 to compel is exceedingly broad. Discovery has been
6 provided with respect to this topic over a number of years,
7 and, you know, frankly, it's four plus years later, and now
8 they're changing their theory of the case and wanting to
9 broaden out these requests to try to introduce a new claim,
10 which Judge Saylor has noted, and that's Liberty Mutual's
11 position on that matter.

12 THE COURT: Okay. I'm still not sure you've
13 answered my question, which was a request to know what
14 was -- what was said to people around the time of the
15 merger, so documents that would bear on that, whether that
16 strikes you as a reasonable request in the context of a
17 claim like this or unreasonable such that you would be
18 posting an objection. I do understand that you've said
19 there was a pamphlet that everybody got, and I do
20 understand there's been litigation surrounding other parts
21 of this case that, you know, and that maybe you have a
22 right that they're still waiting to define really what the
23 scope of this claim is, I was just kind of trying to get an
24 idea is there something to fight over here?

25 Are there still documents out there that were

1 generated around the time of the merger leading up to the
2 merger speaking to this issue of contributions, cautionary,
3 and contributions that might have helped one to understand
4 what Liberty Mutual was conveying to people around the time
5 and, again, in a vacuum, it doesn't strike me as that
6 unreasonable of a request.

7 MR. LIAZOS: I understand, your Honor, and I
8 understand in a vacuum how one could see how that could
9 relate to a fraud claim that was a misrepresentation.

10 To be perfectly candid, your Honor, I'm a last
11 minute substitute here. I've been following this case for
12 four years, and I'm not going to make a representation as
13 to the scope of exactly what was given, so I need to go and
14 look back in fairness, your Honor, but what I can tell you
15 very specifically is that what was filed for the motion to
16 compel, I mean, it's just unfair for us to answer that
17 question given how exceedingly broad it was and how it did
18 relate to a prior discovery request.

19 Now, for the first time, your Honor, Ms. Ball is
20 saying, okay it relates to this request for production.
21 Well, that wasn't in the motion, it wasn't saying how we
22 didn't comply, so I'm a little -- it's a little difficult
23 to answer that.

24 THE COURT: What I try to do in a situation like
25 these is have everybody roll up their sleeves and let's

1 just work through these because in some of this, as I was
2 reading through, Ms. Ball, it was hard for me to agree that
3 you should be entitled to everything that you were looking
4 for, but there were some parts of it where I said, okay, if
5 it's the only claim that's left is this breach of fiduciary
6 duty claim, let's try to focus on that and let's try to
7 understand what the claim is and let's try to figure out
8 whether the meaningful discovery on this has been produced
9 or whether there are still some corners we can look into,
10 and that's what I'm trying to do.

11 Now, and I'm trying to sort of over the course of
12 an hour to go through these with you guys to see if we can
13 get some consensus. After that, I think you guys are going
14 to have to hope we do our best looking at the papers to
15 make our own judgment calls. We think it's always better
16 if we can do it with the papers, so that's why, Mr. Liazos,
17 I was sort of pressing you on this. I'm trying to be
18 transparent.

19 If what we've got is basically a misrepresentation
20 claim that played out in slow motion over the course of a
21 number of years, documents, things that might have been
22 said at the beginning I do think probably on paper are
23 germane. I'll tell you where I have an issue, Ms. Ball, is
24 saying over the years pretty much anything and everything
25 that may have happened in the company we need to be able to

1 look at. That I have a hard time endorsing.

2 I also worry about this proportionality in terms
3 of requiring Liberty Mutual just to go through years of
4 records just to see if there might be something bearing on
5 this. It's really what may have been said at a key moment
6 in the past versus then when it came time for Mr. Turner to
7 realize the benefits of the plan and then to learn what
8 shortcomings there were, those are the moments, and, as I
9 understand it, you probably already have stuff at the
10 latter end. You probably understand, right, so we're
11 really focusing more at the beginning end.

12 I'd look at RFP 69, and I'd say, okay, I might be
13 inclined to endorse something like that, but I'd be
14 limiting it to things for a finite time period, so I want
15 to bog it down, but, Ms. Ball, let me go back to you and
16 let's really try to go through this.

17 You tell me something specific that you're looking
18 for, sort of a categorical fashion, and let's deal with it,
19 all right?

20 MS. BALL: Sure. I'm going to go back to the
21 first time we were here with you. We were asking about
22 attorney-client communications that hadn't appeared. There
23 was no indication of them on the privilege log prior to
24 2019.

25 When we talked then, your concern, which I

1 understand was that there wasn't enough specificity about
2 what those things might be. Following that meet and
3 confer, we did a deposition of Liberty Mutual's 30(b)(6),
4 and in that deposition, we asked questions about changes,
5 modifications, clarifications that take place on the SPDs,
6 how those work, and she confirmed to us at that time that
7 any time there's sort of clarification made for clarity or
8 amendments, changes, modifications, they're discussed in a
9 committee, then they are sent to in-house counsel, and
10 those are reviewed.

11 Basically what we got at that time was
12 clarification, yeah, any time, any time something like this
13 happens, it's reviewed by an attorney.

14 THE COURT: Uh-hum.

15 MS. BALL: I think based on your prior ruling
16 then, those are the clarifications made for the benefits of
17 the beneficiaries. That's not protected by the
18 attorney-client privilege. I understand, again, this is a
19 long period of time we're talking about, but if there were
20 clarifications made to the language related to the Safeco
21 employees and cost sharing over the course of time, that's
22 what we're looking for, communications and documents
23 related to -- any communications with the attorneys based
24 on those things. Is that clear?

25 THE COURT: I guess I don't -- the attorney aspect

1 of it -- I guess I don't understand conceptually why they
2 would have -- why an attorney being involved would make
3 them more or less discoverable, that really only to the
4 extent we have an issue about whether they're privileged
5 and shielded from disclosure, but it seems to me really
6 what you would want, put aside who was involved in the
7 chain would be decision-making by Liberty Mutual bearing on
8 changes to this benefit, this really small component, no
9 matter who was involved, and then the question would be one
10 of proportionality.

11 If we're talking about a several-year period, I
12 don't know why we would want to -- I don't know whether it
13 would be fair to force Liberty Mutual to go through years
14 and years and years of records to find communications that
15 may have been somewhat innocuous but talked about this
16 benefit when you have what Mr. Turner was told and then you
17 have at the other end what they said at the end when they
18 said no, you're not getting this benefit.

19 It may be helpful for you to understand how they
20 got to that point. I don't know how critical it is for
21 proving your claim, and, again, the concern is not so much
22 one of relevance but a little bit of relevance, but it's
23 about proportionality.

24 I think the burden here on Liberty Mutual -- I
25 have no idea how the records are kept, I have no idea how

1 one would go about searching this stuff. We're talking
2 about a big company over a several year period. Many
3 people could have been involved in those sorts of
4 communications, and I just don't know that it would be fair
5 to force them to do that sort of search, again, for records
6 where it's not clear to me that they're going to be that
7 germane in this lawsuit.

8 MS. BALL: Well, your order on the previous motion
9 to compel sort of shed some light on why this is important.
10 You said in that one, "Internal communications about the
11 details and scope of the benefits are relevant insofar as
12 they may demonstrate that the defendant's understanding of
13 the then existing benefits was consistent or inconsistent
14 with what they communicated to the plaintiff."

15 THE COURT: Yes, sure, but as creatures of common
16 sense, we can put some real reasonable strict time limits
17 on this where I can say let's focus on the year or two
18 around the merger when this would have been a hot topic,
19 and then let's focus on the year or two leading up to
20 Mr. Turner's retirement where we all know he was making a
21 lot of noise about wanting to know about the details, and
22 it's my sense from the prior hearing we had, there was a
23 general understanding that he prompted Liberty Mutual to
24 kind of go back and look at some of this stuff.

25 I don't know that you've made the case for several

1 years between, so say circa 2010/11 to in 2017, I don't
2 know what we might see in there that's really going to be
3 that critical or helpful.

4 MS. BALL: There were specific years where there
5 were bigger changes made to the language in the policy. I
6 don't know what those years are right now, but maybe what I
7 would suggest then maybe we can narrow the scope of this
8 request by saying these years, can you look for these
9 documents for these specific years?

10 THE COURT: Well, what years, that's the question,
11 but as part of that I guess I'd also want to know, do you
12 already have other stuff that kind of helps you understand
13 this, so, for example, my understanding is you've got all
14 the summary plans for each year. Those plans, correct me
15 if I'm wrong, would speak to the contours of this
16 component, of this cost-sharing benefit.

17 If you've got that for the years, it really
18 represents I guess that the results of any internal
19 communications about what we should do, how we should
20 behave because if it all gets reflected in an SPD and you
21 got the SPD, why should you be getting anything more?

22 MS. BALL: Because, as Ms. McDermott explained to
23 us, any sort of changes are made in response to plan
24 beneficiaries inquiries when they sort of start to see like
25 negatives, some confusion here, so what we're looking for

1 in these years that the changes were made was it because
2 they knew that there were Safeco employees in their eyes
3 were misunderstanding, in your eyes were perfectly
4 understanding but then they adjusted the language to change
5 what it allowed.

6 So she said like, for example, and I think we have
7 this maybe for one of the later SPDs, they red lined the
8 documents, they make notes in the margins to talk about
9 maybe why they should be changing this stuff.

10 Getting that for the years where there were
11 significant adjustments may shed light what defendant's
12 understanding was of what Mr. Turner and these other Safeco
13 beneficiaries understanding was the plan.

14 THE COURT: What were the years where there were
15 significant adjustments?

16 MS. BALL: Your Honor, I don't want to speak out
17 of turn here. I don't know for certain. I believe there
18 was a pretty significant change in 2014, but I just don't
19 know what the other years were. It wasn't -- I'm not going
20 to come back and say, okay, I narrowed it down between 2008
21 and 2018, it's all years except for 2016, it's not that.
22 There may be three or four years that would be particularly
23 relevant.

24 THE COURT: Well, I don't know, I think I have to
25 go back and reflect because obviously if there was

1 something out there, I'm making stuff up, there was a true
2 really pertinent piece of communication where you've got
3 people saying oh, my God, this is going to really affect
4 our bottom line if we continue to provide this benefit, we
5 need to change this, and even though we've told people
6 differently this is how we're going to do it.

7 Everyone can imagine why that would be something
8 you might want that you would be entitled to, but if, on
9 the other hand, you have a situation where the plaintiff
10 has no idea what communications may be out there and just
11 says I'd like to see, I want to go fishing, who knows what
12 I'm going to find, we could agree, no, that's not what
13 discovery is about, that's not proportional, that's
14 probably unduly burdensome.

15 I don't know where this one falls, but I have
16 concerns that it falls closer to that than it does of
17 plaintiff having a basis to really fear there's likely to
18 be something that's very germane there, and it doesn't help
19 your argument to understand you've already been provided
20 with the plans themselves throughout the years so you can
21 sit there and actually chart just by comparing them what
22 changes were made and where I've already signaled, I'll go
23 back and look at RFP 69, and probably to the extent Liberty
24 Mutual hasn't already done so where I'm likely to say if
25 there are communications that were made around the time of

1 the merger that reflects the thinking that went into the
2 first plan or the plan that would have been provided around
3 that time to provide that subject, of course, to privilege
4 or anything like that.

5 And if you already acknowledged you got discovery
6 that bears on what happened in the end with Mr. Turner
7 ultimately retired, I don't know that in the context of
8 this case given the claim you've got that it would be
9 warranted to force Liberty Mutual to do too much more, but
10 I will continue to reflect on that.

11 And as far as again, as far as the lawyer
12 communications, the letters and everything go, I don't
13 think it's so much that it's lawyer, you know,
14 communications between lawyers that's really the issue or
15 lawyers were involved, it's more the subject matter whether
16 as it relates to your misrepresentation claim
17 communications that might bear on that, and then if the
18 lawyers were involved and there were any issues of
19 privilege that we need to talk about or litigate, we could
20 do it that way.

21 Maybe what makes sense, unless Liberty Mutual
22 wants to be heard on this some more, we just go back on our
23 end now and try to strike a balance.

24 MR. LIAZOS: So, your Honor, respectfully we would
25 like to be heard on this issue. I would like to go back to

1 your prior question because I've had a chance to confer
2 with my colleague, Mr. Diggs, and just go through the back
3 and forth emails with plaintiff's counsel, I think a little
4 perspective here in terms of what happened after March 15th
5 will be helpful at least from the Liberty Mutual
6 perspective kind of understand what's really going on here.

7 You know, it's been long known that the last day
8 of discovery was March 15th, and after a second deposition
9 of our 30(b)(6) witness, who is the head of Liberty Mutual
10 entire benefits group, we then hear over a week later, that
11 oh, we think we need to get into new matters, and then we
12 had a conference with Judge Saylor on the 28th of
13 March where he listened to this and said, okay, you guys
14 work it out, I'm paraphrasing it, figure it out, file a
15 joint statement and figure out where to go, and so at that
16 point in time there was back and forth on RFPs.

17 Now, none of this, of course, is in any of the
18 motion to compel that was filed by plaintiff. What's filed
19 by plaintiff in that May 1st motion to compel bears no
20 resemblance to any communications with Liberty Mutual
21 before that joint entertainment was filed, and so I'm going
22 to read from a letter that was written to plaintiff's
23 counsel after that joint filing with respect to specific
24 requests for production of documents, not this May 1st
25 filing that is just broad beyond any conception.

1 So Request Number 69, "All documents related to
2 the merger between Liberty Mutual Company and Safeco which
3 provide or relate to treatment, years of service for
4 purposes of eligibility, participation, vesting of any form
5 of benefit accrual or general benefits under the ERISA
6 benefit plan, including the retirement plan or health
7 plan."

8 Response: "Liberty Mutual has already provided
9 documents responsive to this request as part of an earlier
10 discovery subject to Liberty Mutual's supplemental
11 responses and objections to plaintiff's request for the
12 production of documents dated October 19th, 2023 because
13 Liberty Mutual has already provided documents in response
14 to this RFP that are properly within the scope of discovery
15 following the court's prior summary judgment rulings and
16 because discovery is now closed, Liberty will not produce
17 those documents."

18 Now, again, this particular matter, again, is not
19 raised in the May 1st motion to compel, and we would
20 submit, your Honor, that this motion to compel is directly
21 related to the class action certification. They introduced
22 an entirely new claim that wasn't in the complaint. In
23 that regard, it's not a coincidence that they filed their
24 motion to compel on the same day that they filed class
25 action certification, and so all of these matters to which

1 we had some back and forth with after the March 28th
2 meeting with Judge Saylor, none of that is in the motion to
3 compel.

4 THE COURT: All right. I guess I just want to
5 make sure I understand this. None of what Ms. Bell and I
6 have been talking about is in the motion to compel? RFP 69
7 is not invoked in the motion to compel?

8 MR. LIAZOS: I'm saying that what the local rules
9 requires, as you well know, your Honor, is really to get
10 that specific discovery requests. The correspondence back
11 and forth between the plaintiffs and defense counsel
12 focused on the specific RFP.

13 THE COURT: Right.

14 MR. LIAZOS: Now we get a motion to compel, we're
15 here now sitting --

16 THE COURT: You're saying that was not raised with
17 you as a subject of disagreement where it might be reduced
18 to a motion to compel?

19 MR. LIAZOS: The motion to compel was a shock to
20 us when we saw the scope of it, the fact that we had back
21 and forth regarding specific RFPs and we gave responses on
22 many different RFPs.

23 THE COURT: So I'm not here to challenge that. I
24 think I could probably tweak both sides when it comes to
25 that, but we routinely in the motions we get often the

1 complaint from an opposing party that this wasn't really
2 raised with them in a way that they simply understood, and
3 I'm sympathetic to that, and that can be an issue in large
4 part because sometimes they would say, gee, had we known
5 this, we could have really made this a nonissue because
6 either we've already provided this information or we could
7 explain to you why we don't think it's relevant, we could
8 have worked something out.

9 We're here now and I'm just trying to be really
10 constructive and try to make this as much as a nonissue as
11 I can. When you were telling me your response though,
12 Mr. Liazos, to RFP 69, I'd like you to go back and read
13 that again. There was one part that seemed to be saying --

14 MR. DIGGS: Sure.

15 THE COURT: There was one part where you seemed to
16 be saying we've already responded, we've already given you
17 stuff, but then it kind of ended with, and then for these
18 reasons, I'm not going to give you anything.

19 So I guess I'm still trying to understand on this
20 what, when Liberty Mutual responded and Liberty Mutual
21 produced materials in response to this request to the
22 extent, you know, what spiritually was it seeking to
23 provide? You may, say yeah, we weren't going through all
24 the depth as the way it's framed, but here's what we
25 provided. You talked about a pamphlet at the beginning,

1 but I'd like to think maybe there was more than a pamphlet
2 that was given.

3 MR. LIAZOS: Your Honor, there were documents,
4 certainly, for example, the plan document. We also
5 provided, which isn't really directly relevant, we provided
6 the retirement plan document because plaintiffs believed
7 that something in that pension plan that was drafted
8 related to this particular matter, so I can't give you all
9 the documents off the top of my head, but we did provide
10 documents, and I just wanted to have it in the record that
11 this was the response given to plaintiff's counsel on
12 April 12th.

13 Instead of filing a motion to address this and
14 have a constructive conversation today, we just have this,
15 need everything, and the other point I wanted to make very,
16 very quickly is this whole attorney-client issue, we really
17 don't understand because the only claim that's left in the
18 case is the (a)(3) claim. So how is it that when we're
19 thinking about, when Liberty Mutual is considering changes
20 to a plan that that is going to be relevant when nothing is
21 being communicated?

22 THE COURT: Well, as I just indicated, right, I
23 sort of agree with you on that. I don't really think that
24 was the issue, what you said to me is the issue whether
25 there's relevant information that is out there. If it

1 turns out that a lawyer is involved on the distribution
2 list or in sending it, then maybe it creates an issue that
3 we need to talk through of privilege, but that's really
4 more of a side issue, and it's only if in the course of
5 coming up with discoverable information, we see a lawyer
6 was involved may have, so I really don't think that was the
7 issue.

8 But, again, when you responded, when Liberty
9 Mutual responded to RFP 69, did it say in its response we
10 refer you to documents, Bates stamped numbered X through X
11 so that we all can see for prosperity what was given in
12 response to this request?

13 MR. LIAZOS: I will look for that information. I
14 do not know that answer off the top of my head.

15 THE COURT: Ms. Bell is shaking her head no, and
16 what I'm trying to get at there, again, what I would be
17 inclined to do to deal with this whole subject matter would
18 be to say information around the time of the merger that
19 would reflect conversations regarding this particular
20 component that's left, the contribution sharing piece, I
21 think if it can be rooted out without a Herculean effort is
22 discoverable.

23 I'm not inclined to then say that the medieval
24 period from post merger to retirement is one where Liberty
25 Mutual I'm going to force them now to go through that,

1 although common sense tells us if there really was a
2 particular significant event where everybody kind of agrees
3 there was a conference regarding how to address this
4 component or something, that would be different, but in the
5 absence of people knowing of any of this, particularly at
6 this juncture, I don't think in light of the claim, as I
7 understand it, I would impose that requirement, and then,
8 and again, the RFPs have already been provided, so it
9 allows one to go through at moments just to see how
10 particular aspects of the plan were being articulated and,
11 then we've got discovery that I understand through the
12 plaintiff was provided around, reflecting the time period
13 that Mr. Turner when he left Liberty Mutual.

14 So that's how I'm likely to deal with that, and it
15 would thus include, that would include if there were
16 communications, internal communications where lawyers
17 happened to be on it, and then if we have to deal with that
18 issue, we deal with that issue.

19 Again, to me the issue is the content here rather
20 than who was involved, so that's how I'm likely to deal
21 with that, all right?

22 Given that, Ms. Bell, what else in our time would
23 you like to talk about?

24 MS. BALL: Well, you know, part of the reason why
25 we end up in this situation because Liberty has sort of

1 limited our discovery over and over again, only 2019, only
2 this, only this, that's why we're still here, that's why
3 we're still doing this in 2024 when the case was filed in
4 2020.

5 The other issue is the vast majority of their
6 discovery responses don't make clear whether they've
7 produced all documents or not, they sort of cherry pick,
8 they answer on the merger document, hey, we gave you this
9 pamphlet. Cool, but what we don't know is are there other
10 things, too? So I mean if it's a matter of them saying,
11 listen, we've already given all this stuff, okay, then
12 supplement your responses and let us know that so we can
13 stop arguing about this.

14 THE COURT: Yeah, I mean, I think what I would try
15 to do to make this easiest for people is we would go
16 through and we would issue some broad rulings on this, for
17 example, I'll go back and I'll look at RFP 69. I'll tell
18 you the way it read, it needs to be trimmed.

19 MS. BALL: Sure.

20 THE COURT: But I would then say all, you know,
21 bearing on that, so to the extent that Liberty Mutual would
22 need to supplement and would need do supplement its
23 response to indicate whether there is anything additional
24 or not anything additional to offer, they should do that.
25 We can do that on our end with a little bit of

1 wordsmithing, so I get that, but substantively, Ms. Bell,
2 with respect to things, discovery that you are looking for,
3 is there -- are there other things that you want to raise
4 beyond what we've just talked about?

5 MS. BALL: Your Honor, I understand your Honor's
6 concerns about the scope, and I don't want to bemoan the
7 issue too much, but I would just say the issue in this case
8 is about representations made to these retirees over the
9 course of a decade, what Liberty Mutual understood that
10 they believed and what they did in summons to that, so
11 changes made over the course and their consideration of
12 those changes are relevant to whether there were
13 misrepresentations, whether they knew that there was a
14 misunderstanding, if that's what it was, and what they did
15 in response to that.

16 Is it a long period of time? It is, but it's a
17 long period of time under the plaintiff's allegations that
18 they were misled about what happened.

19 THE COURT: I think the way I respond to that is
20 to say I don't have to decide today whether I agree or
21 disagree with that characterization of the scope of the
22 claim. That would be for Judge Saylor.

23 MS. BALL: Yes.

24 THE COURT: For discovery purposes, I do tend to
25 be -- I do tend to take a more liberal broader approach, so

1 to the extent it's arguable, I would tend to support a
2 plaintiff's characterization of a more liberal read of the
3 claim, but even then for proportionality concerns come into
4 play, and I would be very concerned about whether it would
5 be disproportionate to require Liberty Mutual to do more
6 for that middle period where we don't necessarily know of
7 anything specific, where the complaint doesn't explicitly
8 carve out that period as being a time, where
9 representations were made, and where everybody disagrees
10 about the plans themselves for all those years, whatever
11 plans were produced or provided have been proposed, so to
12 an extent the inquiry that you would want to make is
13 probably one that you can already begin to make.

14 Now, I'm not you encouraging you to do this, but
15 I'm just musing because I think we are now too far down the
16 road, but I'm musing. It might have been a different
17 scenario if what you had done was to say I have examined
18 all of the STPs and I have charted changes along the way
19 that appear to show that Liberty Mutual understood it would
20 not have been advantageous or it would be too expensive to
21 honor this benefit, and, therefore, appears to signal
22 deliberate changes over the years culminating in what
23 happened and what was issued around the time of
24 Mr. Turner's retirement, but we don't have that on this
25 record, and, therefore, I don't think I can endorse what

1 you are asking me to endorse absent something more
2 definitive and concrete like that.

3 So, again, I want to be fair to both sides. I
4 also do understand this is the claim that is left. I want
5 to avoid a situation, same for Liberty Mutual's edification
6 as well, I want to avoid a situation where at the end of
7 this whole process you guys find yourself in front of
8 Judge Saylor maybe thinking about additional litigation,
9 like a trial, and it comes to pass that there really is
10 critical information that should have been discovered but
11 Cabell was just acting too conservatively and didn't permit
12 it to happen, that's why there is a part of me that finds
13 it defensible to try to indulge to a degree some of what
14 the plaintiff is seeking but that, Ms. Bell, I'm telling
15 you I'm trying to find that mid-point in light of the prior
16 litigation and knowing that this case really has been
17 trimmed severely and knowing at the moment it is not a
18 class action case, it is just a case involving Mr. Turner.

19 MS. BALL: I'll say this one final thing unless
20 you have other questions. It's a long period of time but
21 it's 10 SPDs and not all of those 10 even made changes to
22 the Safeco benefits. That already significantly limits
23 what they would be looking for. It's maybe four SPDs that
24 they would have to look and see, do we have notes on these
25 changes, communications regarding clarifications that were

1 made on them. It's a long period of time. I don't think
2 it's that many documents that they would need to look
3 through.

4 THE COURT: I will reflect on it. I will reflect.
5 I will look, all right. I guess I'm curious whether
6 there's been any other discovery that would have asked
7 Liberty Mutual to share internal thinking on this component
8 other than what you're now asking the Court to do. That is
9 through depositions, for example, through requests for
10 admission, through other interrogatories, has this been
11 explored?

12 MS. BALL: Yes. I think it's probably been
13 explored to death.

14 THE COURT: Okay.

15 MS. BALL: But if you want a specific, and part of
16 the reason I keep bringing up the attorney-client privilege
17 issue that is already a part of their objections to these,
18 so I get sensitive about that and relate back to it, but if
19 you want specific requests, Interrogatory Number 18 and RFP
20 Number 74, which are the two most recently produced
21 requests are directly on this issue. And those were, they
22 were exhibits to our motion.

23 THE COURT: And I'm not sure how that cuts.
24 There's an argument that cuts for you, there's an argument
25 that cuts against you.

1 MS. BALL: Sure.

2 THE COURT: Because you had opportunities, and you
3 had, in fact, explored it, as you say, to death. There's a
4 question as to -- and, again, it would be different if all
5 of a sudden it was like, hey, you just learned there was a
6 multi-year period where there may have been discussions and
7 we know nothing about them, but that's not the case here.
8 You have known about them and you asked about them, you
9 know, through other interrogatories and requests for
10 documents, so, again --

11 MS. BALL: And defendant has refused to produce
12 the information over and over and over again, which is why
13 we're here again. We touched on it a little bit in our
14 previous motion to compel. We've gotten more information
15 to sort of confirm that these discussions took place so we
16 could be a little more specific about information we don't
17 have, and, so, yes, when I've said we've done it to death,
18 we've asked a thousand times. For years, we weren't
19 allowed to ask for anything before 2019 now we're here and
20 we've been fighting about it since the scope of discovery
21 opened up late last year.

22 THE COURT: I understand the point you're raising,
23 but, again, I think this is really an issue of
24 proportionality, and you say it might only be three or four
25 years, but, nonetheless, for any year if one has to do a

1 search like, I mean, I don't know how you go about doing
2 it, but I can imagine it's not as simple as pressing a
3 button or putting some search terms into a single database,
4 so I need to give some thought to that, right?

5 Mr. Liazos, I can't tell whether you've been
6 chafing at the bit to say something or you're just sitting
7 there.

8 MR. LIAZOS: I'm trying to be respectful and
9 listen. I understand the angst you have. You certainly
10 don't want to have a situation where there should have been
11 production and later on there's a problem.

12 THE COURT: Right.

13 MR. LIAZOS: And, you know, if we were in 2022 or
14 2023, I would have a lot more understanding of where you're
15 at. This isn't a new claim that they've added. This claim
16 has been there since the beginning of the case, and your
17 Honor --

18 THE COURT: I'll tell you here's my worst concern.
19 I appreciate your words. Let me just tell you my worst
20 nightmare, Mr. Liazos. Case proceeds further down the
21 path. At a certain point, you're in front of Judge Saylor
22 on something, and then it comes to light Liberty Mutual
23 says, well, there was that time in 2015 when we all got
24 together and said we really need to change this plan, boy,
25 the participants aren't going to like it, but we'll save a

1 lot of money if we eliminate our obligation to make
2 contributions, and then you say, well, Cabell did not make
3 us, he did not force us to do a search that would have
4 captioned communications like that. That would be my worst
5 nightmare because technically you would be right but
6 spiritually you couldn't be more wrong.

7 My reason for not requiring Liberty Mutual to do
8 it in the year 2024, yeah, it's partly for the reasons you
9 say, but it's partly because it seems to me that the
10 plaintiff has already been provided with some information
11 over those years. Plaintiff is likely to get you to maybe
12 have you provide a more fulsome response for the time
13 around the merger. Plaintiff has already been given stuff
14 for about around the time Mr. Turner retired, and so at
15 this juncture it doesn't seem warranted to force Liberty
16 Mutual to do more.

17 But that doesn't mean Liberty Mutual should not
18 independently reduce discovery bearing on this if it knows
19 of it during this time period and knows that it might tend
20 to help somebody to understand the evolution of their
21 thinking as to how to treat this particular benefit, okay?

22 MR. LIAZOS: Understood, your Honor, I would just
23 say that frankly we've had many communications over
24 discovery, over very specific items, and I think it would
25 be appropriate to give context to this Court the back and

1 forth communications between plaintiffs and defendants by
2 very specific narrow issues and have a constructive dial-in
3 on this and, frankly, the motion to compel just bears zero
4 relationship to that, and so our frustration, your Honor,
5 is we're sitting here four years after litigation, hundreds
6 of thousands of dollars have been spent on discovery, and
7 the idea of having to go back and do more discovery with a
8 claim that's been there from the beginning, frankly, your
9 Honor, our read of it is very clear.

10 They basically tried to put another claim in for
11 cross-action certification, couldn't get it done, and now
12 this is another fishing expedition to try to find out
13 something else because the only claim that's left in the
14 case has to do with representations, and there's not any
15 representations they pointed to nowhere that shows that a
16 representation was made to a broad group of people, and
17 we've already provided 80 recordings of calls Mr. Turner
18 made to the call center, so that's the frustration, your
19 Honor.

20 THE COURT: Understood. Understood. I appreciate
21 from both sides where people are coming from, and if there
22 was a way I could so surgically and so clearly craft
23 something that basically said something that really bears
24 on Mr. Turner or conversations about benefits that would
25 impact him given his status as a former Safeco person who

1 then came at the time he became retired, at the time he
2 retired such that we really could just in a micro sort of
3 way focus on limited types of communications that could
4 bear benefit to him, I would do that, but I don't think I
5 could do that. I don't think it's possible to do that,
6 and, again, I'm not going to go back and now reopen all of
7 this up, and that's where I'm just trying to listen to both
8 sides, and I think we can come up with something that
9 strikes a balance, all right?

10 MR. LIAZOS: Let me represent to the Court, this
11 much I can tell you, I've been Liberty Mutual's counsel for
12 over 20 years, and I'm familiar with their benefit plans.
13 I mean, we produced everything that goes to the evolution
14 of the thought process when it comes to this. If a
15 representation needs to be done along those lines, we
16 certainly can provide it.

17 THE COURT: I appreciate that, and I think it
18 wouldn't be a bad idea to include that in any supplemental
19 response you might want to provide to counsel for the
20 plaintiff in that, but I appreciate hearing it from you in
21 the context of this motion.

22 MR. LIAZOS: (Indiscernible) after the March 28th
23 conference with Judge Saylor because plaintiff made
24 reference to the proposed, you know, the proposal on
25 April 5th, but there's no discussion of that anywhere, and

1 I think it would be very helpful to the Court to see the
2 back and forth of what Liberty Mutual was willing to do and
3 what plaintiffs decided to do in response to just
4 completely ignore it and open up the scope of discovery to
5 support a claim frankly that Judge Saylor said does not, is
6 not appropriate.

7 THE COURT: All right. Thank you. So just so you
8 guys know what to expect to see, I don't think this is the
9 sort of issue that lends itself well to like a
10 30-page opinion talking about the fundamentals of discovery
11 and the like, so what I'm likely to do when we go back and
12 digest this, we're going to come up with something that
13 will basically say there's this motion to compel that's
14 pending, it's been fully briefed, we had a hearing on X
15 date, and based on arguments that were raised in the
16 parties paper, based on the information that was adduced at
17 the hearing, the Court rules as follows, and, you know,
18 thus will be the rulings without a whole lot of
19 explanation.

20 So I just want you to be, you know, to understand
21 that's how I'm likely to treat this because I want to deal
22 with this sooner rather than later, and I don't want to
23 have to spend a lot of time doing stuff and writing things
24 that you guys already understand, okay?

25 Let me ask you assuming this issue gets resolved,

1 are we done with discovery, and then what's the next major
2 event in this case?

3 MS. BALL: Motions for summary judgment.

4 THE COURT: I want to be clear, it's really -- tee
5 it back up for dispositive motions and thing like that.
6 All right. All the more we will try to deal with this
7 sooner rather than later, all right? Thank you, everybody.
8 This has been very helpful.

9 MS. BALL: Thank you so much for your time.

10 MR. LIAZOS: All right. We'll be in recess.

11 (Whereupon, the hearing was adjourned at 2:53 p.m.)

12 C E R T I F I C A T E

13 UNITED STATES DISTRICT COURT)
14 DISTRICT OF MASSACHUSETTS) ss.
15 CITY OF BOSTON)

16 I do hereby certify that the foregoing transcript,
17 Pages 1 through 45 inclusive, was recorded by me
18 stenographically at the time and place aforesaid in Civil
19 Action No. 20-11530-FDS, THOMAS TURNER, et al. vs. LIBERTY
20 MUTUAL RETIREMENT BENEFIT PLAN, et al., and thereafter by me
21 reduced to typewriting and is a true and accurate record of the
22 proceedings.

23 Dated November 7, 2024.

24 s/s Valerie A. O'Hara

25

VALERIE A. O'HARA
OFFICIAL COURT REPORTER